



Town Board of Trustees

Tuesday, March 14, 2023 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/82969043900>

Meeting ID: 829 6904 3900

Passcode: 166365

One tap mobile

+13462487799

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

5. Consent Agenda

Royce D. Pindell, Mayor

a. February 28, 2023 - Regular Meeting Minutes

Attachments:

- **February 28, 2023 - Regular Meeting Minutes** (02-28-2023_-_Regular_Meeting_Minutes.pdf)

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we

get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Action/Discussion Items

a. Bennett Sales Tax Capital Improvement Fund Oversight Committee Update

Danette Ruvalcaba, Director of Finance

Attachments:

- **Staff Report Bennett Sales Tax Capital Improvement Fund Oversight Committee Update (0_-_Staff_Report.pdf)**

b. Ground Lease For Electric Vehicle Charger at Town Hall

Ordinance No. 767-23 - An Ordinance Approving a Ground Lease for Electric Vehicle Charger at Bennett Town Hall

Rachel Summers, Deputy Town Manager

Attachments:

- **Staff Report Ground Lease For Electric Vehicle Charger at Town Hall (0_-_Staff_Report_-_Ground_Lease_Core_EV_Charging_Station-Final.pdf)**
- **Ground Lease Agreement (1_-_CORE_EV_Charger_Lease_with_Bennett_Draft_Final.pdf)**
- **Ordinance No. 767-23 - An Ordinance Approving a Ground Lease for Electric Vehicle Charger at Bennett Town Hall (2_-_Ordinance_Approving_EV_Charger_Lease.pdf)**
- **Suggested Motion (3_-_suggested_motion.pdf)**

7. Town Manager Report

Trish Stiles, Town Manager

8. Trustee Comments and Committee Reports

Mayor and Trustees

9. Executive Session

Attachments:

- **Executive Session Script (Bennett_Exec_Session_Script.pdf)**

- #### a. For determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. 24-6-402(4)(e); Muegge Farms Metro District PIRA Amendment

Trish Stiles, Town Manager

b. Return to Open Meeting

c. Report from Executive Session

10. Action/Discussion Items

Trish Stiles, Town Manager

a. Muegge Farms Metro District Public Improvement Reimbursement (PIRA) Amendment

11. Adjournment

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on 03/09/2023 at 4:09 PM



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Town Board of Trustees

Minutes

Tuesday, February 28, 2023 at 7:00 pm

PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.

THANK YOU.

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

Minutes:

Present:

Royce D. Pindell, Mayor
Whitney Oakley, Mayor Pro Tem
Kevin Barden, Trustee
Steve Dambroski, Trustee
Denice Smith, Trustee
Donna Sus, Trustee
Larry Vittum, Trustee

Staff Present:

Trish Stiles, Town Manager
Taeler Houlberg, Administrative Services Director
Adam Meis, IT and Communications Manager
Daymon Johnson, Capital Projects Director
Steve Hebert, Planning Manager
Alison Belcher, Communications and IT Director
Robin Price, Public Works Director
Ricky Martinez, Assistant Public Works Director
Sarah Shepherd, Public Works Coordinator II
Dan Giroux, Town Engineer
Mike Heugh, Town Traffic Engineer
Peter Kozinski, Town Traffic Consultant
Melinda Culley, Town Attorney
Christina Hart, Town Clerk

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Public Present:

Kathy Smiley
Michelle Gayeski
Clint Wallard
Jesse Wellard
Josiah Wellard
Ivy Craig
Brent Wiedeman
Tom Richardson
David Stockman

3. Pledge of Allegiance

Royce D. Pindell, Mayor

Minutes:

The Pledge of Allegiance was led by Royce D. Pindell, Mayor.

4. Approval of Agenda

Royce D. Pindell, Mayor

Minutes:

TRUSTEE VITNUM MOVED, TRUSTEE BARDEN SECONDED to approve the agenda as presented. The voting was as follows:

Ayes: Dambroski, Oakley, Pindell, Smith, Sus, Vitnum, Barden

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

5. Consent Agenda

Royce D. Pindell, Mayor

Minutes:

TRUSTEE VITNUM MOVED, TRUSTEE SMITH SECONDED to approve the consent agenda as presented. The voting was as follows:

Ayes: Oakley, Pindell, Smith, Sus, Vitnum, Barden, Dambroski

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote. **1. Action:** Approval of February 13, 2023, Special Meeting Minutes

a. February 13, 2023 - Special Meeting Minutes

Public Comments on Items Not Scheduled for Public Hearing

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Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Public Hearing

a. Case No. PZ2022-0019 - Farmers and Merchants Bank Final Development Plan

Resolution No. 958-23 - A Resolution Approving the Farmers and Merchants Final Development Plan

Minutes:

Royce D. Pindell, Mayor, opened the public hearing for Case No. PZ2022-0019 - Farmers and Merchants Bank Final Development Plan.

The public hearing was opened at 7:03 p.m.

Christina Hart, Town Clerk, stated that in accordance with Colorado State Statute, notice of the public hearing was properly posted and published in the Eastern Colorado News on February 10, 2023. Legal #2897.

Steve Hebert, Planning Manager, presented Case No. PZ2022-0019 Farmers and Merchants Bank Final Development Plan to the Board.

PUBLIC COMMENTS

Michelle Gayeski, 905 W. 124th Ave. #200, Westminster, CO, commented they are the developers in Bennett Crossing and many businesses are making their investment in Bennett.

The public hearing was closed at 7:34 p.m.

TRUSTEE BARDEN MOVED, TRUSTEE SMITH SECONDED to approve Resolution No. 958-23 - A resolution approving the Farmers and Merchants Final Development Plan. The voting was as follows:

Ayes: Pindell, Smith, Sus, Vittum, Barden, Dambroski, Oakley,

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

7. Action/Discussion Items

a. Antelope Crossing 4-H Club 5-Year Bennett Community Center Rental Agreement

Minutes:

Sarah Shepherd, Public Works Coordinator II, proposed a 5-year rental agreement for the Antelope Crossing 4-H Club at the Bennett Community Center to the Board.

TRUSTEE SMITH MOVED, TRUSTEE VITTUM SECONDED to authorize Town Staff to enter into a rental agreement with the Antelope Crossing 4-H Club for a period of 5 years

for a fee of \$450.00 per year beginning March 1, 2023, and terminating on February 29, 2028. The voting was as follows:

Ayes: Smith, Sus, Vittum, Barden, Dambroski, Oakley, Pindell

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

Royce D. Pindell, Mayor, called for a recess at 7:55 p.m.

The meeting resumed at 8:04 p.m.

b. Bennett Avenue Townhomes Subdivision Agreement

Resolution No. 959-23 - A Resolution Approving a Subdivision Agreement for the Bennett Avenue Townhomes

Minutes:

Dan Giroux, Town Engineer, presented the Bennett Avenue Townhomes Subdivision Agreement to the Board.

TRUSTEE DAMBROSKI MOVED, TRUSTEE SMITH SECONDED to approve Resolution No. 959-23 - A resolution approving a Subdivision Agreement for the Bennett Avenue Townhomes. The voting was as follows:

Ayes: Vittum, Barden, Dambroski, Oakley, Pindell, Smith, Sus

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

c. Morton Electric, Inc. Change Order MP-79-002 and MP-79-003 – Marketplace Intersection

Minutes:

Daymon Johnson, Capital Projects Director, reported two Change Orders from Morton Electric, Inc. for the Marketplace intersection.

TRUSTEE SMITH MOVED, TRUSTEE VITTUM SECONDED to authorize Town Staff to execute Change Orders MP-79-002 and MP-79-003 with Morton Electric, Inc. in an amount not to exceed \$90,910 for MP-79-002 and \$248,910 for MP-79-003 for construction services to complete the construction of the Marketplace Intersection Improvements Project. The voting was as follows:

Ayes: Sus, Vittum, Barden, Dambroski, Oakley, Pindell, Smith

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

8. Town Manager Report

Minutes:

- Staff has reviewed the Field of Dreams lease agreement
- The following positions have been filled; Savannah Vickery, Community Development Manager, Utility position, Ben Gitzen. The new Planning Manager will begin to train under Steve Hebert. Current job openings are: Economic Development Coordinator and Public Works
- Ricky Martinez, Assistant Public Works Director, continues to groom towards the ORC position
- Employee Appreciation Week; March 6-9.
- Scheduled vacation March 1 - 7.

9. Trustee Comments and Committee Reports

Mayor and Trustees

Minutes:

Kevin Barden, Trustee, reported on the following:

- Was contacted by Tom Sauder, Lost Creek Water Board. The re-determination hearing may encounter objections

Larry Vittum, Trustee, reported on the following:

- Attended the Arapahoe County Open Space and Trails Advisory Board

Royce Pindell, Mayor, reported on the following:

- Proposition 123 dedicates tax revenue to affordable housing • Thanked Staff for all of their continued hard work

Whitney Oakley, Mayor Pro Tem, reported on the following:

- Antelope Hills buildout appears to have a lack of emergency exits in the event of catastrophic events

10. Adjournment

Minutes:

TRUSTEE DAMBROSKI MOVED, TRUSTEE SMITH SECONDED to adjourn the meeting. The meeting was adjourned at 9:20 pm. Voting was as follows:

Ayes: Barden, Dambroski, Oakley, Pindell, Smith, Sus, Vittum

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

Minutes Approved:

Royce D. Pindell, Mayor

Christina Hart, Town Clerk

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STAFF REPORT



TO: Mayor and Town of Bennett Board of Trustees
FROM: Danette Ruvalcaba, Director of Finance
DATE: March 14, 2023
SUBJECT: Bennett Sales Tax Capital Improvement Fund Oversight Committee Update

Background

The Bennett Sales Tax Capital Improvement Fund Oversight Committee is an advisory committee for the Board of Trustees. This Committee reviews, oversees and makes recommendations to the Board regarding the revenue generated by the one percent sales tax increase. The committee consists of seven members as follows:

- One trustee from the Town Board of Trustees
- The Town Treasurer
- Five residents from the Town of Bennett

The trustee and resident members shall be appointed at a public meeting, subject to approval by a majority vote of the Board of Trustees.

New Committee Members Needed

Currently the committee is needing three new resident members.

The following residents have served on the committee in the past and are willing to continue service should they be appointed by the Board:

- Richard Story
- Pat Siegman

The current committee member from the Town of Bennett Board is:

- Trustee Donna Sus (Trustee Denice Smith serving as alternative)

The Town Treasurer is:

- Danette Ruvalcaba

The application for resident members is currently available on the Town of Bennett website and social media. Additionally, an advertisement will continue to run in the I-70 Scout until the application deadline of March 31, 2023.

Following a review of the applications, Staff will bring recommendations for appointment to the April 11, 2023, Regular Meeting.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Rachel Summers, Deputy Town Manager
DATE: March 14, 2023
SUBJECT: Ground Lease for Electric Vehicle Charger at Town Hall

Background

CORE Electric Cooperative (CORE), a Colorado cooperative association, is the recipient of a grant from Charge Ahead Colorado to build one (1) dual port electric vehicle charger (EV Charger) and wishes to enter into a Ground Lease Agreement (Lease) in order to install said EV Charger on Town of Bennett property.

Premises include the property described in the attached Ground Lease Agreement, Exhibit B and all related easements, licenses, privileges, rights and appurtenances. The term "Premises" does not include the "Improvements."

Improvements mean the EV Charger and any and all structures and improvements, including but not limited to conduit and an ADA curb ramp, erected/constructed on the Premises.

Staff Review

The term of this Lease shall be five (5) years, beginning on the date of the execution of this Lease, as extended pursuant to Section 3, and subject to earlier termination as herein set forth (Term). CORE and the Town may mutually agree to have two consecutive options to renew the Lease for an additional five (5) years upon CORE's written notice to the Town with intent to renew the Lease provided at least sixty (60) days prior to the expiration of the Term, and the Town's written approval of such option to renew provided at least thirty (30) days prior to the expiration of the Term.

At the expiration of the Term, the parties agree that CORE may transfer ownership and control over to the Town. If the Town chooses to accept ownership and control over the EV Charger and all related Improvements, the Town shall then be responsible for all electrical consumption costs resulting from the use of the EV Charger. If the Town does not accept ownership, CORE will be responsible for removing and repairing any damage to the Premises after the expiration of the Term.

CORE shall pay to the Town during the Term a minimum net annual rent of zero (\$00.00) dollars, in consideration for allowing the public to access and use the EV Charger free of charge.

CORE shall share with the Town, upon the Town's reasonable request, regular reports on the public usage of the EV Charger.

In consideration for this Lease, the EV Charger shall be made available to the public for use without cost for a minimum period of one hundred and eighty (180) days from the installation date of the EV Charger. CORE will collect data on the EV Charger's use and may implement a service charge at any point during the Term, but not prior to the first 180 days. CORE will notify the Town of its proposed implementation of the service charge no less than sixty (60) days prior to the date it becomes effective. Service charges

will be assessed and collected directly from the EV Charger users through a direct pay protocol provided through the EV Charger.

CORE shall be responsible for all electrical consumption costs resulting from the public's use of the EV Charger. The EV Charger shall be sub-metered in order to isolate any electrical consumption.

Staff Recommendation

In consideration of the lease of the Premises and the mutual covenants set forth in the Ground Lease Agreement for other good and valuable considerations for public EV charging services, Town Staff recommends approval of Ordinance 767-23 for a five-year Ground Lease Agreement between the Town of Bennett and CORE Electric Cooperative, a Colorado cooperative association.

Attachments

1. Ground Lease Agreement
2. Ordinance 767-23 Approving Ground Lease Agreement

**GROUND LEASE FOR ELECTRIC VEHICLE CHARGER AT
TOWN OF BENNETT, TOWN HALL**

DATE: March 14, 2023

PARTIES: **TOWN OF BENNETT**, a Colorado municipal corporation, 207 Muegge Way, Bennett CO, 80102 ("Landlord"); and

CORE ELECTRIC COOPERATIVE, a Colorado cooperative association, 5496 North US Highway 85, Sedalia, Colorado 80135 ("Tenant"), collectively the "Parties".

RECITALS:

WHEREAS, Landlord is the fee simple owner of certain real property more particularly described in the attached **Exhibit A** ("Property"); and

WHEREAS, Tenant is the recipient of a grant from Charge Ahead Colorado to build one (1) dual port electric vehicle charger ("EV Charger"); and

WHEREAS, Tenant wishes to enter into this Lease in order to install said EV Charger on the Property in a location more particularly described in the attached **Exhibit B** ("Premises"); and

WHEREAS, Landlord is willing to lease the Premises to Tenant and Tenant is willing to lease the Premises from Landlord upon the terms, covenants and conditions set forth in this Ground Lease ("Lease").

NOW, THEREFORE, in consideration of the lease of the Premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Section 1. Definitions. The following words shall have the meanings indicated:

Premises means the property described in **Exhibit B** and all related easements, licenses, privileges, rights and appurtenances. The term "Premises" does not include the "Improvements".

Improvements mean the EV Charger and any and all structures and improvements, including but not limited to conduit and an ADA curb ramp, erected/constructed on the Premises pursuant to this Lease, and all fixtures, machinery, equipment, all building equipment, and, without limitation, other property of every kind or nature situated on the Premises or used in connection therewith.

Rent means the "Base Rent" and any adjustment thereto, and any other charges or payments of money due from Tenant in connection with this Lease whether or not payable to Landlord.

Section 2. Lease of the Premises. Landlord hereby demises and leases unto Tenant, and Tenant hereby takes and hires from Landlord, the Premises, for and in consideration of the rents, covenants and agreements, and upon the terms and conditions set forth herein. The Lease of the Premises is subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights-of-way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all

zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof (herein collectively called the "Restrictions").

Section 3. Term. The term of this Lease shall be five (5) years, beginning on the date of the execution of this Lease, as extended pursuant to this Section 3, and subject to earlier termination as herein set forth ("Term"). Upon Mutual agreement of the Parties, Tenant shall have two consecutive options to renew the Lease for an additional five (5) years upon Tenant's written notice to Landlord of Tenant's election to renew the Lease provided at least sixty (60) days prior to the expiration of the Term, and Landlord's written approval of such option to renew provided at least thirty (30) days prior to expiration of the Term.

- A. At the expiration of the Term, the Parties agree that Tenant shall offer to Landlord a transfer of ownership and control over the EV Charger, and Landlord may accept ownership and control over, the EV Charger and all related Improvements; provided, however, that Landlord shall then be responsible for all electrical consumption costs resulting from the use of the EV Charger.
- B. Shall the Landlord not accept ownership and control of the EV Charger, Tenant shall remove the EV Charging equipment, disconnect and abandon in place underground facilities between the service interconnection and the EV Charging Equipment.

Section 4. Rent. As rent for the Premises, Tenant shall pay the sums hereinafter set forth.

- A. **Base Rent.** Tenant shall pay to Landlord during the Term a minimum net annual rent of zero (\$00.00) dollars, in consideration for allowing the public to access and use the EV Charger free of charge.

Section 5. Use of Premises.

- A. Tenant shall use the Premises for the purposes of constructing and operating thereon an EV Charger and related Improvements, as described in *Exhibit C*, to be used for public electric charging stations, including maintenance and repair thereof; and for no other use without Landlord's prior written consent in each instance, which may be withheld if the proposed use will, in Landlord's sole discretion, be detrimental to the orderly development and operation of the Premises.
- B. Tenant shall comply with all federal, state, and municipal laws, regulations and ordinances affecting the Premises or any portion thereof and shall maintain in force during the Term all permits, authorizations and licenses that may be necessary for Tenant's use or operation of the Premises or any portion thereof pursuant to Section 5(A) above (including, without limitation, the making, placing, maintaining or altering of the Improvements of any portion thereof). Tenant shall not use the Premises or any portion thereof for any purpose or use which is in violation of any applicable certificate of occupancy, building permit, or any of the Restrictions.

- C. Tenant will not suffer any act to be done or condition to exist on the Premises, or any part thereof, or any article to be brought thereon which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private.
- D. Tenant shall not have the right to maintain or install any signs in or at the Premises visible from adjacent parcels or roads except as approved in writing by Landlord in each instance. This provision is not applicable to brands, logos, instructions, or other signage on the Improvements.
- E. Tenant shall have full responsibility for protecting the Premises and all Improvements located thereon from damage due to theft, robbery, and vandalism. Landlord shall have no responsibility, liability, or obligation with respect to the safety or security of any property of Tenant placed or located on, at, or in the Premises, it being acknowledged and understood by Tenant that the safety and security of any such property is the sole responsibility and risk of Tenant.
- F. Tenant accepts the Premises in its present condition, as-is, with all faults, whether patent or latent, and without warranties or covenants, express or implied. Tenant acknowledges Landlord shall have no obligation to repair, replace, improve or maintain any portion of the Premises.

Section 6. Temporary Construction Easement. Landlord hereby grants to Tenant and its agents a temporary construction easement over and across the Property. The temporary construction easement shall be for Tenant's use during construction of the Improvements on, over and across the area more particularly described in the attached *Exhibit D*. Upon completion of construction of the Improvements, this temporary construction easement shall automatically terminate. Upon request of Landlord, Tenant agrees to execute, acknowledge, and deliver to Landlord an instrument in recordable form evidencing such termination.

Section 7. Electrical Infrastructure. Tenant shall have the right to connect to the existing electrical infrastructure on the Property.

Section 8. Reports on EV Charger Usage. Tenant shall share with Landlord, upon Landlord's reasonable request, regular reports on the public usage of the EV Charger.

Section 9. Public Use of EV Charger. In consideration for this Lease, the EV Charger initially shall be made available to the public for use without cost for a minimum period of one hundred and eighty (180) days from the date of installation of the EV Charger. Tenant will collect data on the EV Charger's use and may implement a service charge at any point during the Term, but not prior to the first 180 days. Tenant will notify Landlord of its proposed implementation of the service charge no less than sixty (60) days prior to the date it becomes effective. Service charges will be assessed and collected directly from the EV Charger users through a direct pay protocol provided through the EV Charger.

Section 10. EV Charger Operating Costs. Tenant shall be responsible for all electrical consumption costs resulting from the public's use of the EV Charger. The EV Charger shall be sub-metered in order to isolate any electrical consumption.

Section 11. Maintenance.

- A. Tenant, at Tenant's cost, shall be responsible for the maintenance of the Improvements. Tenant shall keep the Improvements in an operable condition and shall make all repairs thereto, structural, and nonstructural, ordinary and extraordinary, foreseen and unforeseen, as necessary to permit the public's use of the EV Charger during the Term.
- B. Tenant will not commit, knowingly permit, or suffer any waste, damages, disfigurement or injury to or upon the Premises, or Improvements, or any part thereof.
- C. Landlord shall be responsible for snow plowing and other maintenance of the Property, including the parking spaces on the Premises.

Section 12. Insurance. Tenant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to cover the obligations of Tenant imposed by this Lease and naming Landlord as an additional insured, as set forth in the Certificates of Insurance attached as ***Exhibit E*** (the "Certificates of Insurance"). Tenant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Lease by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

- A. Tenant shall procure and maintain a policy or policies with the minimum insurance coverage set forth on the Certificates of Insurance. The form and insurer on the Certificates of Insurance is acceptable to the Landlord. All coverage shall be continuously maintained from the date of execution of this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage.
 - 1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Lease, and Employer's Liability insurance.
 - 2. Commercial General Liability insurance applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
 - 3. Comprehensive Automobile Liability Insurance with respect to each of Tenant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- B. The policies required above, except Workers' Compensation insurance and Employers' Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except

Workers' Compensation shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Tenant. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Tenant shall be solely responsible for any deductible losses under each of the policies required above.

- C. The Certificates of Insurance shall be attached as *Exhibit E* as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the Landlord. Each certificate shall identify the Lease and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Landlord. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Landlord reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Tenant shall deliver annually to Landlord an updated Certificates of Insurance on or before May 1st, of each year.
- D. Failure on the part of Tenant to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of this Lease upon which at the Landlord's discretion, may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Landlord shall be repaid by Tenant to the Landlord upon demand.

Section 13. Construction. All construction work shall be performed in a good and workmanlike manner in accordance with industry standards for the type of work in question. All construction work shall be done in compliance with all applicable laws, building codes, ordinances, and regulations. No construction or work shall commence until all necessary licenses, permits and authorizations required of any applicable government authority having jurisdiction are obtained. Tenant shall be responsible for acquiring and paying the costs for all required licenses and authorizations. Tenant and Landlord agree that Tenant shall be responsible for acquiring all necessary permits but shall not be responsible for the payment of any related fees as approved by Board of Trustees pursuant to the Bennett Municipal Code.

Section 14. Liens. Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises for any claim for labor or material or for any other charge or expense incurred in constructing any Improvements or performing any alteration, renovation, repair, refurbishment or other work with regard thereto, nor to render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of Landlord in construction, erection, or operation of any such Improvements. If any liens or claims for labor or materials supplied or claimed to have been supplied to the Premises are filed, Tenant shall diligently pursue the release or discharge thereof.

Section 15. Colorado Governmental Immunity Act. The parties understand and agree that Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the

monetary limitations (presently \$424,000.00 per person, \$1,195,000.00 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

Section 16. Hold Harmless. Tenant shall so maintain the Improvements as to afford all reasonable protection against injury or damage to persons or property therefrom, and Tenant shall save and hold Landlord harmless from all liability or damage and all reasonable expenses necessarily accruing against Landlord arising out of the negligent exercise by Tenant of the rights and privileges hereby granted, provided that Tenant shall have had notice of the pendency of any action against Landlord arising out of such exercise by Tenant of said rights and privileges within ten (10) days thereof and be permitted at its own expense to appear and defend or assist in the defense of the same.

Section 17. Entire Agreement. This Lease represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Lease may be amended only by an instrument in writing signed by the parties. If any other provision of this Lease is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Lease shall continue in full force and effect.

Section 18. Default and Remedies. In the event either party should default in performance of its obligations under this Lease, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action; provided, however, that no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 19. Waiver. A waiver by any party to this Lease of the breach of any term or provision of this Lease shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 20. Governing Law and Venue. This Lease shall be governed by the laws of the State of Colorado in the Adams County District Court.

Section 21. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to Landlord and Tenant, and nothing contained in this Lease shall give or allow any such claim or right of action by any third party. It is the express intention of the parties that any person other than Landlord or Tenant receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

Section 22. Assignment, Subletting, and Sale of Tenant's Interests. Tenant shall not assign, sublet, or sell Tenant's interest in this Lease or the Improvements without prior written approval of the Landlord.

Section 23. Counterparts. This Lease may be executed in counterparts, each of which shall

be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail.

Section 24. Authority. The individuals executing this Lease represent that they are expressly authorized to enter into this Lease on behalf of Landlord and Tenant and bind their respective entities. This Lease is executed and made effective on the first date written above.

**[Signature Page to
Follow]**

LANDLORD

ATTEST:

TOWN OF BENNETT, COLORADO

Christina Hart, Town Clerk

Royce D. Pindell, Mayor

TENANT

CORE ELECTRIC COOPERATIVE

By: _____
Brooks Kaufman
Lands and Rights of Way Manager

Exhibit A Description of the
Property

Exhibit C
EV Charger and Related Improvements
TOWN OF BENNETT



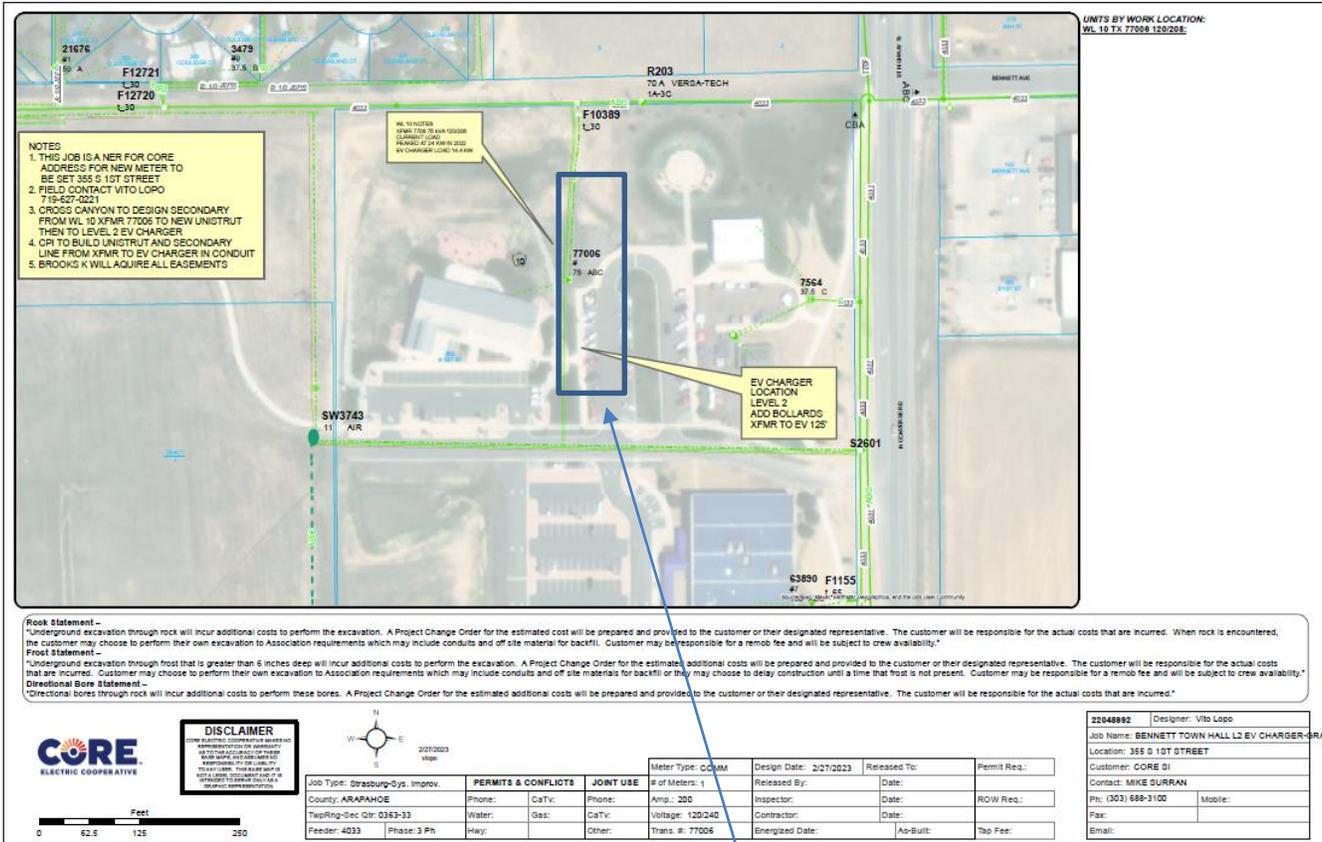
ChargePoint CT4021
Level 2 Charger (Dual Port)
7.2kW peak charging per port
~30 miles of range per hour

Bennett Town Hall

207 Muegge Way Bennett, CO 80102
Level 2 Charger (Dual Port)
Proposed Layout - Rev. 1, 10/11/2022

The Energy to Thrive™





General Construction Easement Area: CORE Electric Cooperative will conduct construction activities in this general area. CORE will provide appropriate lane closure, traffic signage, safety barriers and coordinate with the Town of Bennett staff to accommodate access during construction as needed. CORE will be responsible for construction area restoration and clean up. This General Construction Easement is subject to the terms of the GORUND LEASE FOR ELECTRIC VEHICLE CHARGER AT TOWN OF BENNETT, TOWN HALL

Exhibit E Certificates of
Insurance

(CORE TO PROVIDE CERTIFICATE OF INSURANCE)
(ATTACHED)

ORDINANCE NO. 767-23

AN ORDINANCE APPROVING A GROUND LEASE FOR ELECTRIC VEHICLE CHARGER AT BENNETT TOWN HALL

WHEREAS, the Board of Trustees has the power pursuant to Section 31-15-713(1)(c), C.R.S. to lease real estate owned by the municipality when deemed by the Board of Trustees to be in the best interests of the Town; and

WHEREAS, there has been proposed a multi-year Ground Lease Agreement (the “Lease Agreement”) between the Town of Bennett and CORE Electric Cooperative for an electric vehicle charger at Bennett Town Hall; and

WHEREAS, the Board of Trustees has determined that the proposed Lease Agreement is in the best interests of the Town.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The proposed Ground Lease for Electric Vehicle Charger at Bennett Town Hall (the “Lease Agreement”) between the Town of Bennett and CORE Electric Cooperative for the lease of the Town-owned property described in Exhibit A to the Lease Agreement is hereby approved in essentially the same form as the copy of such Lease Agreement accompanying this Ordinance.

Section 2. The Mayor is hereby authorized to execute the Lease Agreement, except that the Mayor is hereby further granted the authority to negotiate and approve such revisions to said Lease Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Lease Agreement are not altered.

Section 3. The Mayor and Town Staff are further authorized to do all things necessary on behalf of the Town to perform the obligations of the Town under the Lease Agreement and to execute and deliver any and all documents necessary to effect the lease under the terms and conditions of the Lease Agreement.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY TITLE ONLY THIS 14th DAY OF MARCH 2023.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

Suggested Motion

I move to approve Ordinance No. 767-23 – An ordinance approving a Ground Lease for Electric Vehicle Charger at Bennett Town Hall.

EXECUTIVE SESSION SCRIPT

(Note: Two-thirds of the quorum present must vote yes; the session may only occur at a regular or special meeting of the Board)

I MOVE TO GO INTO EXECUTIVE SESSION:

For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e) regarding an amendment to the Muegge Farms Metro District Public Improvement Reimbursement.

BEGIN THE EXECUTIVE SESSION:

It's March 14, 2023, and the time is _____. For the record, I am the presiding officer, Mayor Royce D. Pindell. As required by the Open Meetings Law, this executive session is being electronically recorded.

Also present at this executive session are the following persons:_____

ANNOUNCEMENT NO. 1

This is an executive session for the following purpose:

For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e) regarding an amendment to the Muegge Farms Metro District Public Improvement Reimbursement.

I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.

ANNOUNCEMENT NO. 2

**ANNOUNCEMENT TO BE MADE BY THE PRESIDING OFFICER
BEFORE CONCLUDING THE EXECUTIVE SESSION**

(WHILE THE TAPE RECORDER IS STILL ON)

I hereby attest that this recording reflects the actual contents of the discussion at the executive session and has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.

The recording will be retained for a 90-day period.

The time is now _____, and we now conclude the executive session and return to the open meeting.

(turn off tape and return to open meeting)

ANNOUNCEMENT NO. 3

STATEMENT TO BE MADE BY THE PRESIDING OFFICER
UPON RETURNING TO THE OPEN MEETING

The time is now _____, and the executive session has been concluded. The participants in the executive session were:

For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.

Seeing none, the next agenda item is...